

STEPHEN R. HARRIS, ESQ.
Nevada Bar No. 001463
HARRIS LAW PRACTICE LLC
6151 Lakeside Drive, Suite 2100
Reno, NV 89511
Telephone: (775) 786-7600
E-Mail: steve@harrislawreno.com
Attorneys for Creditors Committee

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

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IN RE:

Case No. BK-14-51643-btb
(Chapter 11)

JOHN DAVIS TRUCKING COMPANY,
INC.,

Debtor.

**EX PARTE APPLICATION FOR ORDER
AUTHORIZING OFFICIAL
COMMITTEE OF UNSECURED
CREDITORS TO EMPLOY SPECIAL
COUNSEL
[GLOGOVAC & PINTAR]**

DATE: N/A
TIME:

_____/

The duly-appointed Committee of Unsecured Creditors (the "Committee") in this Chapter 11 case, hereby applies for an order, pursuant to 11 U.S.C. §§327 and 1103 and F.R.Bankr.P. Rule 2014, authorizing it to retain SCOTT A GLOGOVAC, ESQ., of GLOGOVAC & PINTAR as special counsel for the Committee to review and determine the availability of coverage to John Davis Trucking Company, Inc., under an excess liability policy, effective as of May 1, 2015. In support of this APPLICATION FOR ORDER AUTHORIZING OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO EMPLOY SPECIAL COUNSEL [GLOGOVAC & PINTAR] ("Application"), the Committee relies on the separately filed Declaration of SCOTT A. GLOGOVAC, ESQ. The Committee also requests the Court take judicial notice of the pleadings on file in this case, as applicable.

1 1. On September 29, 2014 (the "Petition Date"), JOHN DAVIS TRUCKING
2 COMPANY, INC. ("Debtor"), filed its voluntary petition for relief under Chapter 11.

3 2. On October 23, 2014, the United States Trustee appointed the Committee to
4 represent the interests of unsecured creditors in this case [Docket No. 19]. The Committee is
5 currently comprised of the following members: William S. Knox, Cherry Williams, Alexandra
6 Curtis-McVay, Blaine Allen Bennett, National Railroad Passenger Corporation ("Amtrak"),
7 Lana Dickerson, Evelyn Johnson Christopher A. Lee, and Christine Marie Swejkoski.

8 3. At a meeting of the Committee Members held on October 30, 2014, it voted to
9 retain STEPHEN R. HARRIS, ESQ. of HARRIS LAW PRACTICE LLC, as its general
10 bankruptcy counsel.

11 4. At a subsequent meeting of the Committee Members held on April 20, 2015, it
12 voted to retain SCOTT A. GLOGOVAC, ESQ., of GLOGOVAC & PINTAR as its special
13 counsel, to assist the Committee in evaluating and analyzing the Debtor's available insurance
14 coverage under an excess liability with Hallmark Insurance Company policy in effect at the
15 time of the incident with the Amtrak train on June 24, 2011.

16 **JURISDICTION AND VENUE**

17 5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§157 and
18 1334. This is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(A).

19 **RELIEF REQUESTED**

20 6. This Application is made by the Committee for an Order, pursuant to 11 U.S.C.
21 §§327 and 1103 and F.R.Bankr.P. Rule 2014, authorizing it to retain and employ SCOTT A.
22 GLOGOVAC, ESQ., as its special counsel, effective May 1, 2015.

23 **BASIS FOR RELIEF REQUESTED**

24 7. The Committee has selected SCOTT A. GLOGOVAC, ESQ., to serve as special
25 counsel to the Committee for the reason that he has experience in matters of this kind and the
26 Committee believes he is qualified to represent it in this proceeding.

27 8. The professional services SCOTT A. GLOGOVAC, ESQ. will render are
28 detailed in the Engagement Letter attached hereto as Exhibit A.

1 9. SCOTT A. GLOGOVAC, ESQ. has agreed to act as special counsel for the
2 Committee. The consideration agreed to be paid to SCOTT A. GLOGOVAC, ESQ., subject to
3 the approval of the United States Bankruptcy Court, is specified in the parties' engagement
4 letter (Exhibit B). These are the customary rates charged by SCOTT A. GLOGOVAC, ESQ..

5 10. To the best of its knowledge and in reliance upon the separately filed Declaration
6 of SCOTT A. GLOGOVAC, ESQ., the Committee believes that SCOTT A. GLOGOVAC,
7 ESQ. of GLOGOVAC & PINTAR represents no other entity in connection with this case, is
8 disinterested as that term is defined in 11 U.S.C. §101(14), and represents or holds no interest
9 adverse to the interest of the Committee or the Debtor's estate with respect to the matters on
10 which he is to be employed

11 **WHEREFORE**, the Committee requests that this Court enter its order authorizing the
12 employment of SCOTT A. GLOGOVAC, ESQ., as its special counsel, to provide analysis of
13 insurance coverage, pursuant to the terms and conditions set forth above, and in the engagement
14 letter attached hereto as **Exhibit "A"**; and for such other and further relief as the Court deems
15 just under the circumstances.

16 Dated: May _____, 2015.

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19 STEPHEN R. HARRIS, ESQ.
20 HARRIS LAW PRACTICE LLC

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22 _____
23 Attorneys for Creditors' Committee
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EXHIBIT “A”

EXHIBIT “A”

GLOGOVAC & PINTAR

ATTORNEYS AT LAW

427 WEST PLUMB LANE

RENO, NEVADA 89509-3766

SCOTT A. GLOGOVAC
MICHAEL A. PINTAR
ROBERT R. HOWEY
ANDREW C. JOY

AREA CODE 775
TELEPHONE 333-0400
FACSIMILE 333-0412
EMAIL Info@gplawreno.net

May 1, 2015

By Email (steve@harrislawreno.com)

Stephen R. Harris, Esq.
Harris Law Practice, LLC
6151 Lakeside Drive, Suite 2100
Reno, NV 89511

Re: John Davis Trucking – Chapter 11

Dear Mr. Harris:

This will confirm my willingness to undertake a review of, and opine on, the availability of coverage to John Davis Trucking under an excess liability policy it maintained with Hallmark Insurance Company at the time of the June 24, 2011 incident with the Amtrak train.

Pursuant to my firm's practice with new clients, I would like to confirm my proposed representation and engagement as follows:

1. Fees. Unless other prior arrangements are made, my firm's billings are based on the amount of time expended on the matter. I will be the attorney with principal responsibility and all fees for my services will be charged at an hourly rate of \$250. Our other attorneys have hourly rates ranging from \$200 to \$250.

2. Records. We make every effort to perform our legal services in a cost-efficient manner and it is standard practice for all attorneys to maintain daily time records of any services performed for a client. In this regard, time is recorded in tenths of an hour which, of necessity, are our best estimates. This format results in a billing invoice which reflects, on a daily basis, work performed, time spent, and identity of the attorney performing the work.

3. Costs. In addition to attorney fees, it may be necessary for us to incur expenses for such things as facsimile and telephonic services, delivery services, document production, and other customary law office expenses. These items will be reflected on our billing invoices as "costs advanced". Unless advised differently, we will not incur any advance cost item in excess of \$200 without first consulting with you.

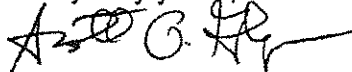
Stephen R. Harris, Esq.
May 1, 2015
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4. Costs Formula. Some "costs advanced" represent out-of-pocket costs, while others represent an allocation of overhead costs associated with the particular items. For example, certain costs are computer calculated, and we do not detail individual items. Rather, those costs are based upon a percentage of fees and are billed equally to all clients in an effort to reduce these costs to the client and retain reasonable billing rates. Such costs include internal document production, usual and ordinary postage, local delivery services, local and long-distance telephone costs, local mileage, local parking, facsimile costs, local library copying costs, and other similar local charges.

5. Billings. Finally, it is our practice to bill clients monthly, typically mailing the statements within 7 to 10 days from the end of each monthly billing cycle. Thus, in lieu of requiring a retainer fee, we ask that we be paid in a timely manner on all statements. Balances which are not paid current and which remain outstanding for more than 60 days may be subject to a service charge.

I trust that the foregoing will be found satisfactory. Should there be any questions or comments, however, please contact me.

Very truly yours,



SCOTT A. GLOGOVAC

SAG/fs